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D209151355

Suzanne Henderson



HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

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**ELECTRONICALLY RECORDED** BY SIMPLIFILE

Speer, Glen D. et ux Ruby E. CHK 00742

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

D209151355

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode: 12556

## PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this 30 day of Thrunks, 300 by and between Glen D. Speer and wife, Ruby E. Speer whose address is 7929 Kandy Lane North Richland Hills, Texas 76180, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

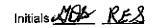
See attached Exhibit "A" for Land Description

1. In consideration of a ceah borus in hand paid and the covenants havin continued, Lessor hereby greats, lesses and lets evolutively to Lessee the Falboring described into hereal first control of the purpose of exporting the property of the purpose of exporting the purpose of

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lesson's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lesson's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties to such persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and fallure of the transferres a full or undivided interest to any interest not so transferred. If Lessee transfers a full or undivided interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released in accordance with the net a



10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Lesses shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canels, pipelines, tanks, water wells, disposal wells, injection wells, pit, electric and telephone lines, power stations, and other facilities deemed necessary by Lesses to discover, produce, store, treat and/or transport production. Lesses may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises disacribed in Paragraph 1 above, notwithstanding any partial release or other partial termination of this leases, and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith. When requested by Lesses in his bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barm now on the leased premises or other lands used by Lesses hard may be a developed to the lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other operations are prevented or delayed by such laws, rules, re 10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leavy and/or enhanced recovery, Leasee shall have the right of ingress and egress along with the right to conduct. ed premises or lands pooled or unitized herewith, in

there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or canceled in whole or in part unless Lesses is given a reasonable time after said judicial determination to remedy the breach or default and Lessee falls to do so.

14. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

15. Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

operations

17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional pariod of 2 (two) years from the of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to after the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

Hon A Same	Rhy E. Sreer
GIEN D. SAEER	Ruhy E. Speer
LESSOR	LESSOR
ACKNOWLEDGMENT	
	30 day of January 2009 by GLEN D. SPEER
LLOYD F. SPRUELL Notary Public, State of Texas My Commission Expires Saptember 29, 2010	Notary Public, State of Texas  Notary's name (printed): 1 0 0 F. SPREELL  Notary's commission expires: 12912810
STATE OF TEXAS	ACKNOWLEDGMENT
	30 day of Jarreapy 20 0 9 by Ruby E. SPEER
LLOYD F. SPRUELL Notary Public, State of Texas My Commission Expires September 29, 2010	Notary Public, State of Texas Port & Species () Notary's name (printed): Above F Species V Notary's commission expires: 19 29 2000
STATE OF TEXAS	CORPORATE ACKNOWLEDGMENT
COUNTY OF This instrument was acknowledged before me on the	day ofof poration, on behalf of said corporation.
	Notary Public, State of Texas Notary's name (printed): Notary's commission expires:
	RECORDING INFORMATION
STATE OF TEXAS	
County of	
This instrument was filed for record on the, of the, of the,	day of, 20, ato'dockM., and dulyrecords of this office.
	ByClerk (or Deputy)

LESSOR MUNETHER ONE OR MORE!

## Exhibit "A" Land Description

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.215 acre(s) of land, more or less, situated in the A. Hood Survey, Abstract No. 683, and being Lot 19, Block 3, Fair Oaks Estates, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the Plat recorded in Volume/Cabinet 388-181, Page/Slide 96, of the Plat Records, Tarrant County, Texas, and being further described in that certain Warranty Deed with Vendors Lien recorded 05/13/92 asInstrument No. D192092219 of the Official Records of Tarrant County, Texas.

ID: 13495-3-19,